

REMARKS

The Applicants have now had an opportunity to carefully consider the comments set forth in the Office Action mailed October 14, 2005. The recognition of allowable subject matter in claims 19 and 20 is noted with appreciation. Nevertheless, amendment, reexamination and reconsideration of the application are respectfully requested.

The Office Action

In the Office Action mailed October 14, 2005:

claims 19 and 20 were found to be allowable if rewritten in independent form including all the limitations of the base claim and any intervening claims; and

claims 1-18 and 21 were rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,453,162 to Gentry.

The Present Application

The claims of the present application are directed toward a subscriber that has a service plan with a service provider establishing a temporary service plan without the help of a technician or customer service representative or modifying the original service plan. The temporary service plan can be established using a telephone without the aid of a human technician or customer service representative.

The Cited Reference

In contrast, the cited reference to Gentry allegedly discloses a method for modifying an existing service plan through the use of a computer, web browser and web server (column 2, line 18; line 33; line 48-50; line 67 - column 3, line 7). As an example modification to the service plan, Gentry discusses obtaining a local number for use by a subscriber when the subscriber is in a remote service area (column 2, lines 65-67).

It is respectfully submitted that Gentry does not disclose establishing a temporary service plan. For example, Gentry does not disclose or suggest providing a user with a selection between a nationwide plan and a local plan as recited, for example, in claims 8 and 15 of the present application. Additionally, it is respectfully submitted that Gentry does not disclose or suggest activities associated with determining which billing plan is currently in affect during call processing, such as the step of determining if the subscriber has a temporary service plan that is in effect, as recited in claim 18, and the

related steps recited in claims 19 and 20, which include determining if the subscriber had a temporary service plan that recently expired and, if so, notifying the subscriber of the expiration and processing the call according to the normal service plan. (Note: claims 19 and 20 have been found to include allowable subject matter.) Additionally, it respectfully submitted that while Gentry indicates that his methods are not limited to any particular user interface, Gentry does not disclose or suggest that a user could or should modify a service plan or create a temporary service plan through the use of a telephone. It is respectfully submitted that the only interface disclosed or suggested by Gentry includes an HTML page communicated from a web server to a computer and displayed to the subscriber (column 2, line 67 - column 3, line 1).

The Claims are not Anticipated

Claims 1-18 and 21 were rejected under 35 U.S.C. §102(e) as being anticipated by Gentry.

In explaining these rejections, the Office Action appears to draw an analogy between the establishment of a temporary directory number allegedly disclosed by Gentry and the creation of a temporary service plan as disclosed and claimed in the present application. However, it is respectfully submitted that a service plan and a directory number are not analogous.

In this regard, it is respectfully submitted that column 3, lines 6-12, cited by the Office Action, which are directed toward a description of a web server communicating with an HLR or MTSO to activate a local telephone number for use by a subscriber during specified dates does not disclose or suggest receiving a request to create a temporary service plan as recited in **claim 1**.

Column 4, line 20 - column 5, line 20 (referenced by the Office Action), describe interactions between a subscriber station, an MTSO, a VLR and possibly an HLR when the subscriber station is powered up in a service area (column 4, lines 41-50). Part of these interactions includes accessing or obtaining a subscriber profile. However, even if a subscriber profile includes information regarding a subscribers normal service plan, the retrieval of subscriber profile information discussed at column 4, line 20 - column 5, line 20, is in the context of powering up a subscriber unit to place or receive calls and is unrelated to a method for creating a temporary service plan.

Element d) of **claim 1** has been amended to recite creating the temporary service plan in conjunction with one or more user selections associated with the change

selection menu. It is respectfully submitted that Gentry does not disclose or suggest creating a temporary service plan. For example, it is respectfully submitted that column 3, lines 1-16, cited by the Office Action, are directed toward associating a temporary local number with a subscriber or subscriber station and do not disclose or suggest creating a temporary service plan. With regard to element e) of **claim 1**, storing the temporary service plan in the subscriber database, the Office Action again directs the attention of the Applicants to column 3, lines 1-16 (which are addressed above), and also directs the attention of the Applicants to column 5, lines 43-67. However, column 5, lines 43-67, indicate that the user can select service features that he would like to activate, such as caller identification (column 5, lines 43-44). It is respectfully submitted that this portion of column 5 only serves to support the assertion of the Applicants that Gentry is directed toward selecting and provisioning features within a service plan and is unrelated to creating a temporary service plan.

For at least the foregoing reasons, **claim 1**, as well as claims 2-10, which depend therefrom, is not anticipated and is not obvious in light of Gentry.

With regard to **claim 2**, the Office Action asserts that Gentry discloses receiving a request for service plan status from the user and directs the attention of the Applicants to FIG. 4 and column 5, lines 43-67. However, it is respectfully submitted that FIG. 4 is a message sequence diagram showing a sequence of messages for obtaining a local number for use in a remote area (column 3, lines 51-53). The message flow begins when a subscriber uses a web browser to enter subscriber information associated with obtaining a local number for use in a remote location. The web browser sends this subscriber request to the web server in an Internet protocol message. The web server receives this message and, based on the content of the message, generates one or more HLR access messages. Messages are sent by the web browser to the wireless data server. The wireless data server uses the messages to determine a point code of the HLR of the remote service provider, changes the transport from IP to MTP, and sends the message to the appropriate HLR. If the service is implemented such that the MTSO handles call processing without interacting with the HLR, the HLR can send a message to the MTSO indicating the local number and mobile identification number of the subscriber for use during call processing. This step would not be required where the MTSO interacts with the HLR during call processing. Each component acknowledges the request and a message is returned to the subscriber via the web server identifying the allocated local call number for use by

the subscriber while in the remote area (column 7, lines 43-67).

It is respectfully submitted that FIG. 4 does not disclose or suggest receiving a request for service plan status from a user as recited in **claim 2**.

Additionally, in regard to **claim 2**, the Office Action asserts that Gentry discloses reporting the normal service plan to the user and directs the attention of the Applicants to column 4, line 20 - column 5, line 20. However, it is respectfully submitted that the cited portions of columns 4 and 5 discuss activities of network components when a subscriber station is powered on and do not disclose or suggest that service plan information is reported to the user.

For at least the foregoing additional reasons, it is respectfully submitted that **claim 2** is not anticipated and is not obvious in light of Gentry.

In explaining the rejection of **claim 3**, the Office Action directs the attention of the Applicants to column 4, line 20 - column 5, line 20, and column 3, lines 10-12. However, **claim 3** has been amended to recite wherein the user transmits the received request to create the temporary service plan using a mobile station associated with the subscriber's normal service plan.

The cited portions of columns 4 and 5 of Gentry include discussion of the subscriber unit being powered up. However, the cited portions of columns 4 and 5 do not disclose or suggest that the subscriber station is used to transmit a request to create a temporary service plan or even to establish the temporary local number described by Gentry. Furthermore, the cited portion of column 3 is clearly directed toward using an HTML page communicated from a web server to a computer and displayed to the subscriber, wherein the subscriber uses a web browser to enter relevant information (column 2, line 67 - column 3, line 3). The local number is then returned to the computer for display to the subscriber (column 3, lines 12-13). Therefore, it is respectfully submitted that the cited portion of column 3 does not disclose or suggest using a mobile station to transmit the received request to create a temporary service plan, or even the local directory number discussed by Gentry.

Arguments similar to those submitted in support of **claim 3** are submitted in support of **claim 5**. Additionally, **claim 5** has been amended to recited wherein the request from the user is via a call to one of a switching center, a peripheral device and an auxiliary component associated with the wireless service provider from a telephone device. It is respectfully submitted that column 1, line 55 - column 2, line 12, is directed toward a description of the problem addressed by Gentry and that the reference to

calling a provider to determine if the fee for the service is acceptable is reference to calling a human customer service representative (see the reference to labor costs at column 1, lines 43-47).

For at least the foregoing additional reasons, **claim 5** is not anticipated and is not obvious in light of Gentry.

Claim 6 has been amended to recite wherein the change selection menu provided to the user includes an automated interactive audio portion. Arguments similar to those submitted in support of **claim 5** are submitted in support of **claim 6**. Additionally, column 1, line 55 - column 2, line 12, does not disclose or suggest an automated interactive audio portion. It is respectfully submitted that if the cited portions of columns 1 and 2 were directed toward an automated process, there would have been no reason to devise the system of Gentry. Therefore, the cited portion of columns 1 and 2 is clearly directed to an unautomated procedure including communication with a human customer service representative.

Claim 8 recites wherein the change selection menu provided to the user includes a portion for selection between a nationwide plan and a local plan. It is respectfully submitted that Gentry does not discuss selecting between plans. While Gentry refers to a local number, Gentry uses the phrase to refer to a phone number that is local to a visited city. If Gentry contemplated a nationwide calling plan, it is respectfully submitted that there would be no need to establish a temporary local number in a visited city. In this regard, it is respectfully submitted that Gentry discusses an alternative to creating a temporary nationwide calling plan by changing the location where calls to the subscriber's station are considered local.

For at least the foregoing additional reasons, **claim 8** is not anticipated and is not obvious in light of Gentry.

Independent **claim 11** has been amended to recite *inter alia* modifying the service plan or creating a temporary service plan in conjunction with one or more user selections associated with the change selection menu and storing the modified service plan in the subscriber database wherein receiving the call, retrieving the service plan, reporting the service plan, receiving a request to modify the service plan, verifying the user as authority, providing a change selection menu, modifying the service plan and storing the modified service plan are performed by a device associated with the wireless service provider. Argument similar to those submitted in support of **claims 1, 5 and 6** are submitted in support of **claim 11**. Column 2, line 63 - column 3, line 12, describe

using a computer, web server and web browser to communicate to a user and do not disclose or suggest receiving a call from a user.

Column 4, line 20 - column 5, line 20, discuss accessing a user profile. However, the cited portions of columns 4 and 5 do not disclose or suggest retrieving a service plan from a subscriber database in the context of a method for modifying a service plan. Instead, it is respectfully submitted, cited portions of columns 4 and 5 describe activity associated with a subscriber station being powered up (column 4, line 41). Additionally, column 4, line 20 - column 5, line 20, do not disclose or suggest reporting the service plan to the user in response to a status request, contrary to the assertion of the Office Action.

Gentry does not disclose or suggest receiving a request to modify the service plan from the user via a telephone device. Column 3, lines 1-12, and column 6, lines 43-67, are related to actions associated with receiving a request from a user via a computer, web browser and web server and do not disclose or suggest receiving such a request via a telephone device. As indicated above, the subject matter of columns 1 and 2, cited by the Office Action, describes a method associated with human labor costs. Additionally, columns 1 and 2 are in a completely different context from the subject matter of columns 3 and 6.

For at least the foregoing reasons, **claim 11**, as well as **claims 12-17**, which depend therefrom, is not anticipated and is not obvious in light of Gentry.

Claim 12 recites the telephone device is a mobile station associated with the subscriber's service plan. Arguments similar to those submitted in support of **claim 3** are submitted in support of **claim 12**.

Claim 13 has been amended to recite the change selection menu provided to the user includes an automated interactive audio portion. Arguments similar to those submitted in support of **claim 6** are submitted in support of **claim 13**.

Claim 15 recites wherein the change selection menu provided to the user includes a portion for selection between a nationwide plan and a local plan. Arguments similar to those submitted in support of **claim 8** are submitted in support of **claim 15**.

For at least the foregoing additional reasons, **claims 12, 13 and 15** are not anticipated and are not obvious in light of Gentry.

Independent **claim 18** is related to call processing and recites determining if the subscriber has a temporary service plan that is in effect with the wireless service provider. In support of the assertion that Gentry discloses this element of **claim 18**, the

Office Action directs the attention of the Applicants to column 3, lines 1-16, and column 6, lines 32-55. However, column 3, lines 1-16, is directed toward a procedure for establishing a temporary local number and is unrelated to call processing. Column 6, lines 32-55, describes a problem addressed by Gentry, namely, that if the subscriber has wireless service in Cincinnati and travels to Raleigh for a week, calls between the subscriber and others located in Raleigh will be charged long distance charges because the calls will be routed through Cincinnati. It is respectfully submitted that column 6, lines 32-55, is unrelated to determining if the subscriber has a temporary service plan that is in effect with the wireless service provider as part of a call processing method.

Claim 18 also recites if a temporary service plan is in effect, continuing to process the call and determining charges for the call according to the temporary service plan. In support of the assertion that Gentry discloses this element of **claim 18**, the Office Action again directs the attention of the Applicants to column 3, lines 1-16, and column 6, lines 32-55. As indicated above, the cited portions of Gentry are unrelated to call processing. Furthermore, it is respectfully submitted that the cited portions of Gentry do not disclose or suggest processing a call and determining charges according to a temporary service plan if a temporary service plan is in effect.

For at least the foregoing reasons, **claim 18**, as well as **claims 19** and **20**, which depend therefrom, is not anticipated and is not obvious in light of Gentry.

Additionally, **claims 19** and **20** have been found to include allowable subject matter.

Claim 21 has been amended to recite establishing a normal service plan having a normal plan start date and a normal plan end date in association with a directory number and establishing a temporary service plan in association with the same directory number.

It is respectfully submitted that Gentry does not disclose or suggest at least those two elements of **claim 21**. Additionally, arguments similar to those submitted in support of **claim 1** are submitted in support of **claim 21**. Gentry does not disclose or suggest a temporary service plan. Disclosure related to establishing a temporary local number does not disclose or suggest establishing a temporary service plan.

It is respectfully submitted that the amendments to the claims are supported throughout the specification. For example, the preamble of **claim 1** recites a method for creating a temporary service plan. Therefore, the amendment to **claim 1** to recite creating a temporary service plan is clearly supported by the specification. The

amendments to **claims 3 and 5** are supported, for example, in paragraph 16. The amendments to **claims 6 and 13** are supported, for example, in paragraphs 31-51. The amendments to **claim 11** are supported throughout the specification and, for example, in paragraph 16.

It is respectfully submitted that the subject matter of the amendments to **claim 21** is at least implied throughout the specification.

Telephone Interview

In the interests of advancing this application to issue the Applicant(s) respectfully request that the Examiner telephone the undersigned to discuss the foregoing or any suggestions that the Examiner may have to place the case in condition for allowance.


CONCLUSION

Claims 1-21 remain in the application. **Claims 1, 3, 5, 6, 11, 13 and 21** have been amended. For at least the foregoing reasons, the application is in condition for allowance. Accordingly, an early indication thereof is respectfully requested.

Respectfully submitted,

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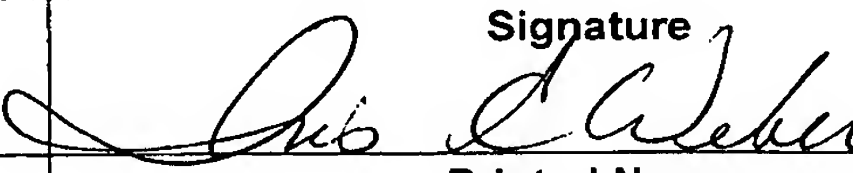
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